

EXHIBIT 18
[REDACTED]

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SOFTWARE LICENSE AND SERVICES AGREEMENT

Blaze Advisor

This Software License and Services Agreement ("Agreement") entered into as of September 30, 2005 ("Effective Date") between Fair Isaac Corporation ("FIC") and National City Corporation ("Client") describes the terms and conditions under which FIC shall provide the FIC Products and related services.

1. FIC Product Description

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FIC Blaze Advisor Development

The Blaze Advisor Development package allows a developer to utilize design and testing tools and to run a non-production deployment environment for testing use only. A non-production deployment license allows the software to be used to process non-production data, such as deployments supporting quality assurance, testing, or training. Each server can be used for any or all of the non-production activities listed above, but may not be used to support production-level operations of Client.

FIC Blaze Advisor Deployment

A Blaze Advisor deployment license includes Blaze Advisor Rule Server and Engine and allows the software to be used for production-level processing. This means working with real data supporting actual business operations of Client.

2. Definitions

The following terms, as used in this Agreement with initial capital letters, in the singular or the plural, will have the meanings set forth below. Other terms may be defined in context within this Agreement:

"**Affiliate**" means a business entity controlling, controlled by, or under common control with a party and said control exists when an entity owns or controls more than fifty percent (50%) of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in another entity.

"**Documentation**" means the *Blaze Advisor User Guide* provided in either HTML or PDF format. The Documentation shall be deemed FIC Intellectual Property.

"**FIC Products**" means the software products described in Section 1 above and shall be deemed FIC Intellectual Property.

"**Intellectual Property**" or "**Intellectual Property Rights**" collectively means all of the following legal rights, title, or interest in or arising under the laws of the United States, any state, any other country or international treaty regime, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including all renewals thereof: (i) patents, patent applications and patent rights, including any such rights granted upon any reissue, reexamination, division, extension, provisional, continuation or continuation-in-part applications, and equivalent or similar rights anywhere in the world in inventions and discoveries; (ii) rights associated with works of authorship and literary property rights, including but not limited to copyrights, copyright applications and copyright registrations, and moral rights; (iii) rights relating to know-how or trade secrets, including but not limited to ideas, concepts, methods, techniques, inventions and other works, whether or not developed or reduced to practice, rights in industrial property, customer, vendor and prospect lists, and all associated information or databases, and other confidential or proprietary information; (iv) industrial designs, industrial models, utility models, certificates of invention and other indicia of invention ownership; (v) trademarks, service marks, logos, trade dress, Internet addresses (URLs), trade names and service names, whether or not

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DEFENDANTS
TRIAL EXHIBIT

D-0004

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registered, and the goodwill associated therewith; and (vi) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property anywhere in the world.

“Seat” means an identified individual user on a single personal computer or workstation.

“Services” means the Maintenance Services and Other Services as further described in Section 5A below.

“Territory” means worldwide

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3. License Grant

3. License Grant to FIC Product. Subject to the terms and conditions of this Agreement, FIC hereby grants Client and its Affiliates and Client hereby accepts, a non-exclusive, non-transferable, non-sublicensable limited license to use, perform, and display the FIC Products during the Term for its internal business purposes, but only within the Territory, and subject to the additional limitations listed in Exhibit A.

3.1 License to Documentation. Subject to the terms, conditions, and limitations of this Agreement, FIC grants to Client a non-exclusive, non-transferable, non-sublicensable limited license to use, reproduce, perform and display the Documentation during the Term for its internal business purposes, but only within the Territory, and only in accordance with Client’s license grant of the FIC Product. Except to the extent reasonably necessary to allow Client to use the FIC Product, Client shall not have the right to modify the Documentation, combine the Documentation with other works, or create derivative works from the Documentation without FIC’s written permission, which permission shall not be unreasonably withheld. To the extent FIC has given its permission, such modifications, or derivatives which include the Documentation shall not lose their status as FIC’s Intellectual Property as a result of being incorporated into such modifications or derivative works.

4. Rights and Restrictions

4.1 License Restrictions. Except as expressly stated herein, Client warrants that Client and its employees, representatives, and/or agents: (i) shall not in any way alter, change, modify, adapt, translate or make derivative works of FIC Intellectual Property under this Agreement; (ii) shall not reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code of any FIC Product to human perceivable form or permit others to do so; provided that if required by applicable law, upon Client’s prior written request, FIC shall provide information required for Client to achieve interoperability between the FIC Product and other software for a nominal administrative charge; (iii) shall not sublicense or operate any FIC Product for timesharing, rental, outsourcing, or service bureau operations and (iv) except for Client’s internal business purposes, shall not disclose or publish performance benchmark results for FIC Product without FIC’s prior written consent, which consent shall not be unreasonably withheld. If the license grant set forth in Exhibit A is an enterprise-wide license, Client may use FIC Products on an unlimited number of CPUs for use in any application.

4.2 Reservation Of Rights Not Granted. FIC reserves all rights not expressly granted to Client under this Agreement. Without limiting the foregoing, FIC retains and reserves sole and exclusive worldwide right, title and interest in and to all FIC Intellectual Property, including without limitation, the FIC Products, any custom code developed in whole or part by FIC (if applicable), and any FIC know-how, subject to only the limited, non-exclusive, license rights granted herein. Nothing in this agreement shall limit in any way FIC’s right to develop, use, license, create derivative works of, or otherwise exploit FIC Intellectual Property or to permit third parties to do so.

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4.3 **Permission for Back-Up Copy.** Client may reproduce the object code of the FIC Product and the Documentation for the purposes of exercising the license rights granted under this Agreement on a backup CPU in the event of a malfunction that renders the primary CPU inoperable.

4.4 **Notice Reproduction.** To the extent Client is provided reproduction rights, Client must reproduce on each copy of the FIC Product and Documentation any copyright, patent, or trademark notice, and any other proprietary legends that were provided in the originals.

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5. Indemnification

5. **Intellectual Property Indemnification.** FIC will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that a FIC Product directly infringes any U.S. registered patent or U.S. registered copyright, or misappropriates any trade secret recognized as such under the Uniform Trade Secrets Act, and FIC will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

5.1 **Conditions.** FIC's indemnification obligations under this Section 5 are conditioned upon: (a) Client notifying FIC promptly in writing of such action; (b) Client giving FIC sole control of the defense thereof and any related settlement negotiations; (c) Client's compliance with the material terms and conditions of the Agreement, including without limitation the license(s) granted by FIC; and (d) Client cooperating with FIC in such defense (including without limitation, by making available to FIC all documents and information in Client's possession or control that are relevant to the infringement or misappropriation claims, and by making Client's personnel available to testify or consult with FIC or its attorneys in connection with such defense).

5.2 **FIC's Options.** If any FIC Product becomes, or in FIC's opinion is likely to become, the subject of an infringement or misappropriation claim, FIC may, at its option and expense, either: (a) procure for the Client the right to continue to exercise the FIC Product license; (b) replace or modify the FIC Product so that it becomes non-infringing, while remaining functionally equivalent to the FIC Product at the time the claim is made or (c) if neither option (a) or (b) is available, terminate Client's license for the FIC Product concerned.

5.3 **Exclusions.** Notwithstanding the foregoing, FIC shall have no obligation with respect to any infringement or misappropriation claim based upon: (a) any violation of the terms of Client's license or any license restrictions, or for use of FIC Intellectual Property for any purpose not intended by this agreement; (b) any combination or use of any FIC Product with other products, equipment, software, or data not supplied or approved in writing by FIC; or (c) any modification of a FIC Product made by any entity other than FIC or at the direction of FIC.

5.4 **ENTIRE LIABILITY.** THIS SECTION STATES FIC'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND ALL INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.

5A. Services

5A.1 **Maintenance Services.** Subject to the payment of the applicable Maintenance Fees described in Exhibit A, FIC shall provide Client with the Maintenance Services described in Exhibit B.

5A.2 **Other Services.** From time to time, FIC may provide Client with professional services related to the FIC Product as mutually agreed between the parties ("Other Services"). Such Other Services shall be

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performed only upon the execution, by both parties, of a Statement of Work which references this Agreement, incorporates these terms and conditions, and which shall describe the services to be performed, the deliverables to be provided, and the fees to be paid. Additionally, the Statement of Work shall indicate which party (Client or FIC) owns the deliverables and what the applicable license rights are (if any).

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5A.3 Intentionally Blank.

5A.4 Client's Cooperation. In order for FIC to perform its obligations under this Agreement, Client must provide FIC with reasonable cooperation and access to such information as may reasonably be required by FIC in order to render the Services, including but not limited to providing correct, accurate and complete data, office accommodations, facilities, equipment, and security access; personnel assistance as may be reasonably requested by FIC from time to time; cooperation with FIC, making decisions and communicating information in a timely manner to enable FIC to provide the Services in accordance with this Agreement ("Cooperation"). Further, Client acknowledges and agrees that FIC's performance of Services is both contingent and dependent upon Client's Cooperation.

5A.5 Changes in Services. Client may request a modification to Other Services upon ten (10) business days written notice to FIC specifying the desired modification(s) with the same degree of specificity as in the original specifications. If FIC agrees to perform such modifications, it will notify Client of its decision within ten (10) business days following receipt of such notice and will submit to Client an estimate of the time and cost to effect such modifications (the "Estimate"). The performance of any modified services by FIC shall be governed by the terms and conditions of this Agreement.

5A.6 Performance of Similar Work. Subject to obligations of confidentiality and use restrictions under this Agreement, FIC shall continue to be free to perform identical services for other customers, including competitors of Client, using the knowledge, skills and experience gained through this Agreement.

5A.7 Use of Subcontractors. FIC shall be responsible for the performance of all subcontractors performing any Services hereunder. FIC shall provide to Client upon request information concerning its subcontractors, including the name, address and principals. Client reserves the right to reject any subcontractor who is not reasonably satisfactory to Client. Client shall have no responsibility or obligation to any subcontractor of FIC. Each subcontractor is subject to all confidentiality, information security, and audit requirements of this Agreement, as applicable given the nature of the services provided by such subcontractor. Each subcontractor shall, at the request of Client, execute and deliver to Client a confidentiality and non-disclosure agreement satisfactory to Client. It is the responsibility of the FIC to facilitate compliance by its subcontractors. FIC may not employ subcontractors outside the United States without the prior written consent of Client.

4. Warranties and Limitation of Liability

4.1 Conformity to Specifications. (a) FIC warrants that the FIC Product will conform in all material respects to its Documentation for a period of 90 days after delivery to Client. FIC represents and warrants that it the owner of or has all necessary rights to enter into this Agreement and provide the FIC Products, Documentation and Services. FIC represents and warrants that no copy of the FIC Products or, if provided electronically, the Documentation, as provided to Client contains any Self-Help Code nor any Unauthorized Code. As used in this Agreement, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the program. Self-Help Code does not include software routines in a computer program, if any, designed to permit FIC (or other person acting by authority of FIC) to obtain access to a licensee's computer system (e.g. remote

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access via modem) for purposes of maintenance or technical support. As used in this Agreement, "Unauthorized Code" means any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access; to disable, erase, or otherwise harm software, hardware, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

(b) FIC will, at its own expense and as its sole obligation, and Client's exclusive remedy, for any breach of the conformity warranty noted in subparagraph (a), correct any verifiable error in the FIC Product reported to FIC by Client in writing (along with all information available to Client that is relevant to verifying, diagnosing, or correcting the error) or replace the FIC Product during the warranty period.

6.2 Warranty for Professional Services. FIC warrants that it will perform the Other Services described in Section 5A.2 in a professional and workmanlike manner in accordance with generally acceptable industry practices. Client's sole remedy and FIC's sole obligation pursuant to this warranty shall be for Client to notify FIC in writing of any alleged warranty defect within sixty (60) days after the defective services were performed, and FIC shall correct the defects promptly.

6.3 WARRANTY DISCLAIMER. FIC does not warrant that the FIC Product or the Documentation will (i) meet Client's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, FIC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE..

6.4 LIMITATION ON TYPES OF DAMAGES. EXCEPT FOR MATERIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT RELATING TO THE PROTECTION OF CONFIDENTIAL INFORMATION, AND BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, EVEN IF THE RESPONSIBLE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

6.5 LIMIT ON MAXIMUM LIABILITY. EXCEPT FOR MATERIAL BREACH BY EITHER PARTY OF THE PROVISIONS OF THIS AGREEMENT RELATING TO THE PROTECTION OF CONFIDENTIAL INFORMATION, EACH PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND TO THE EXTENT ALLOWED BY LAW: EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THE APPLICABLE FIC PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT.

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7. Confidential Information

7.1 Confidential Information. A party receiving Confidential Information under the Agreement is referred to as "Recipient," and a party disclosing Confidential Information is referred to as "Discloser." For the purposes of the Agreement, "Confidential Information" is described as follows and shall include each party's Intellectual Property and any information which relates to: the financial and/or business operations of the Discloser, including, but not limited to, marketing and product plans, ideas, concepts, business plans, financial condition, employees, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, improvements, developments, applications, engineering, manufacturing and marketing data and plans, software code (object and source), functionality, security procedures and approaches, know-how, customer names and information, experimental work, distribution arrangements and trade secrets, and/or ideas. Such Confidential Information may be produced in a variety of forms, including but not limited to: any and all verbal, electronic, and/or written communications (whether in the form of slides, handouts, letters, memoranda, agreements, facsimile transmissions, meetings, conference and other telephone calls, diskettes, files, tapes, and/or any other mode) and/or related concepts, proposals, data sources, pricing, schedules, development efforts (including source code, object code and/or documentation), numerical data processing algorithms, product and software design specifications.

7.2 Purpose for Disclosure. Recipient may use Confidential Information of the Discloser only for the purposes of exercising its rights, fulfilling its duties and obligations and as described in this Agreement.

7.3 Limitations on Disclosure and Use. Recipient agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of Discloser's Confidential Information as it uses to protect its own Confidential Information. Recipient agrees to disclose Confidential Information only to its employees or independent contractors who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of the Agreement. Recipient shall not remove any proprietary notices of Discloser from Discloser's Confidential Information. During the course of the Agreement, the Recipient may from time to time provide the Discloser with comments or suggestions regarding the Discloser's Confidential Information. The Recipient agrees that the Discloser has an unrestricted, worldwide, royalty-free right to use such comments or suggestions for any purpose and in any manner, and to authorize others to do so.

7.4 Exclusions. Recipient shall have no obligation under the Agreement as to Confidential Information of Discloser which: (a) is known to Recipient at the time of disclosure; (b) is independently developed by Recipient without reference to or use of the Discloser's Confidential Information; (c) is obtained by Recipient without restriction on disclosure or use from another source without a breach of any obligation of confidentiality owed by such source to Discloser; or (d) is or becomes part of the public domain through no wrongful act of Recipient or any party that obtained the information from Recipient. If Recipient is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of Discloser's Confidential Information, Recipient shall, unless prohibited by law, promptly notify Discloser of such fact and cooperate fully (at Discloser's expense) with the Discloser and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing any such legal process, request, or order to the extent deemed appropriate by the Discloser.

7.5 Injunctive Relief. The parties acknowledge that the remedies at law for breach of any covenant relating to the protection of Confidential Information or Intellectual Property Rights may be inadequate, and each party shall be entitled to seek injunctive relief for any breach of the provisions of the Agreement relating to the protection of its Confidential Information or Intellectual Property Rights. Nothing contained in this Section shall be construed as limiting the parties' rights to any other remedies at law, including the recovery of damages for breach of the Agreement.

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8. Payment Terms

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8.1 Invoices and Payment. All fees, charges, and expenses invoiced under this Agreement will be due and payable by Client in United States Dollars within thirty (30) days of Client's receipt of an invoice. In addition to all other remedies available at law or in equity, if any payment is not received by FIC within sixty (60) days from the date of the invoice, FIC shall have the right to suspend the provision of Services after giving Client written notice and thirty (30) days to cure. Client shall reimburse FIC for all costs related to any proceedings to collect any past-due amounts, including without limitation all reasonable attorneys' fees and expenses.

8.2 Expenses. Prices do not include reasonable travel and associated actual out-of-pocket expenses incurred by FIC, which are billed to Client at cost, provided FIC complies with Client's Travel Policy, a copy of which will be provided upon FIC's written request. Client agrees to reimburse FIC for travel-related expenses FIC incurs in connection with this Agreement.

8.3 Taxes and other Charges. Client shall be solely responsible for, and shall pay or reimburse FIC for, all Taxes. "Taxes" means all present and future taxes, duties, assessments, and other governmental charges (and any related penalties and interest), however designated, that are now or hereafter imposed by or under any governmental authority or agency that are: (i) associated with the performance by FIC of its obligations hereunder; (ii) associated with the payment of any amount by Client to FIC pursuant to this Agreement; (iii) based on the license or use of any FIC Product; or (iv) associated with the importation of any FIC Product into any country other than the United States, excepting only taxes imposed on FIC's net income by the United States, each state thereof (and their political subdivisions) or any country and any taxes related to FIC's employment of personnel. To the extent Client is required to withhold income taxes on any payment made to FIC pursuant to applicable tax law, Client may withhold such tax to the extent such tax (a) does not exceed the appropriate withholding amount applicable under relevant tax treaties and (b) qualifies as a creditable foreign tax by the United States government.

8.4 Mode of Payment. Client agrees to remit all payments due to FIC as follows:

If payment is made by check:	If payment is made by electronic transfer:
Fair Isaac Corporation PO Box 201129 Dallas, TX 75320-1129 U.S.A.	Wells Fargo Bank San Francisco [REDACTED] [REDACTED] Acct Name: Fair Isaac Corp.

FIC will promptly notify Client if any of the above payment information changes, and Client agrees to remit all amounts due thirty (30) days after such notice is provided in accordance with the revised payment information.

8.5 Audit Rights. Client shall maintain such books, records, and accounting practices and systems that will allow proper calculation, documentation, and reporting of payments due to FIC under this Agreement and that will facilitate auditing of such records and systems. No more than annually, and upon 15 days' prior written notice, FIC shall have the right to audit, through its independent auditors, all records of Client relating to this Agreement, provided such independent auditor executes a commercially reasonable confidentiality agreement with Client. Such audits shall be conducted during Client's normal business hours. If Client is discovered to have understated any fees owed to FIC by more than 5%, or if FIC learns that Client has materially breached this Agreement, then Client shall bear the expense of such

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audit in addition to any fees owed; except as required by law, FIC agrees to maintain the confidentiality of Client's procedures and processes disclosed during the audit.

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9. Term

9.1 Term. Unless earlier terminated, this Agreement and the license(s) granted hereunder shall commence upon the Effective Date and shall continue in full force in perpetuity ("Term").

9.2 Events of Termination. This Agreement may be terminated upon the occurrence of any of the following events:

(a) Uncured Breach. Either party may terminate this Agreement for a breach by the other party of any of the material terms of this Agreement, or breaches of duties or obligations hereunder that cumulatively constitute a material breach if the breaching party fails to cure the breach(es) within 30 days from receipt of written notice from the non-breaching party identifying the breach(es) and requiring them to be remedied.

(b) Insolvency. Either party may terminate this Agreement if the other party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other party under any provision of bankruptcy or insolvency legislation.

(c) Violation of License or Confidentiality Obligations. Either party may immediately terminate this Agreement by written notice to the other party if the other party materially breaches any of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property.

9.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, all licenses granted hereunder shall terminate immediately, all support and maintenance obligations shall cease, Client shall immediately cease using all FIC Product(s) and related documentation (including all Intellectual Property arising from or related to the foregoing), shall remove all copies of the FIC Product(s) and related documentation from Client's computers and systems, and shall either (i) destroy all copies of the FIC Product(s), related documentation, and other FIC Confidential Information and Intellectual Property in Client's possession; or (ii) return to FIC all copies of the FIC Product(s), related documentation, and other FIC Confidential Information and Intellectual Property in Client's possession, provided, however, Client may retain one copy of the FIC Products and Documentation if and to the extent required to meet its regulatory obligations. Client shall provide to FIC a written certification signed by an authorized officer of Client certifying that Client has complied with the foregoing. Upon termination of this Agreement, all fees and other charges then due will become immediately due and payable to FIC, and Client shall immediately remit all unpaid fees to FIC.

9.4 Survival. Rights to payment and the following rights and obligations under this Agreement will survive any termination or expiration of this Agreement or the Agreement: Section 2 (Definitions), Section 4 (Rights and Restrictions), Section 5 (Indemnification), Sections 6.3 (Warranty Disclaimer), 6.4 (Limits on Types of Damages), 6.5 (Limit on Maximum Liability), 7 (Confidential Information), 9.3 (Effect of Termination), 9.4 (Survival), 10 (Source Code Escrow), 11 (Provisions of General Applicability).

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10. Source Code Escrow

10.1 **Escrow.** FIC maintains and will continue to maintain during the term of this Agreement a source code escrow deposit agreement ("Escrow Deposit Agreement") for the FIC Product with one or more commercial software escrow companies. As of the Effective Date, the Escrow Deposit Agreement is with Iron Mountain Intellectual Property Management, Inc. (formerly Data Securities International, Inc.). FIC will provide a copy of the then-current Escrow Deposit Agreement to Client upon Client's written request.

10.2 **Beneficiary.** Upon Client's written request, FIC will add Client as a beneficiary of the Escrow Deposit Agreement within a commercially reasonable time after the execution of the Beneficiary Acceptance form by all parties and Client's payment of the escrow agent's fees. If Client discontinues paying for Maintenance for a FIC Product, or fails to pay the annual fee to the escrow agent to be maintained as an escrow beneficiary, Client will immediately be removed as a beneficiary of the Escrow Deposit Agreement for the FIC Product. The source code will be released to Client from escrow according to the procedure described in the Escrow Deposit Agreement if FIC: (a) ceases doing business in the ordinary course, or (b) discontinues offering technical support for the FIC Products and does not offer comparable support through a third party under substantially similar terms.

10.3 **Release.** If the source code is released from escrow, Client will be licensed to use the source code only for providing technical support to existing internal licensed copies of the FIC Products. The source code may not be released or disclosed to any third party. Client is strictly prohibited from duplicating, selling, licensing, or in any way marketing source code provided pursuant to this Section. If the FIC Products include any commercially available software products licensed from a third party, then no source code escrow deposit will be required for such third-party portion, however, the third party software object code will be deposited into escrow.

11. Provisions of General Applicability

11.1 **Relationship of the Parties.** FIC and Client are independent contractors and will have no power to bind the other party or to create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

11.2 **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one single agreement between the parties.

11.3 **Section Headings.** The section and subsection headings used herein are for reference and convenience only, and will not enter into the interpretation hereof.

11.4 **No Waiver.** No delay or omission by either party to exercise any right or power with respect to any of the terms or conditions of this Agreement will impair any right or power or be construed to be a waiver thereof. A waiver by either party of any of the terms and conditions of this Agreement will not be construed to be a waiver of any other term or condition of this Agreement. No waiver of any rights of a party under this Agreement will be effective unless set forth in a writing signed by such party.

11.5 **Entire Agreement.** This Agreement and any attachments, exhibits, schedules or Statements of Work attached hereto constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgments. Each party represents and warrants to the other party that in entering into this

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Agreement it has not relied on any representations, promises, or assurances from another party or any employee, officer, director, representative, attorney, or affiliate of another party not expressly contained in this Agreement. Any other terms or conditions or amendments shall not be incorporated herein or be binding upon any party unless expressly agreed to in a writing signed by authorized representatives of Client and FIC.

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11.6 Construction; Severability. This Agreement will not be more strongly construed against either Party, regardless of who is more responsible for its preparation. If any provision of this Agreement is held to be unlawful or invalid under applicable law, then such provision will be ineffective only to the extent of such illegality or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.

11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised.

11.8 No Assignment. Neither party shall, without the prior written consent of the other party, assign or transfer this Agreement, or any part thereof, provided however, and subject to section 3.2 of Exhibit A (Mergers and Acquisitions Involving Client), Client may assign this agreement to an Affiliate or the purchaser of all or substantially all of its assets upon notice to FIC. Any attempt to assign or transfer all or any part of this Agreement without first obtaining such written consent will be void and of no force or effect.

11.9 Force Majeure. Notwithstanding anything to the contrary herein, neither party shall be deemed to be in default of any provision of this Agreement or be liable to the other party or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, interruption of power service, interruption of communications service, labor or civil disturbance, act of any other person not under the control or direction of either party or other similar cause. Such party shall give the other party reasonable written notification of any material or indefinite delay due to such causes.

11.10 Publicity. Neither party may refer to or use the name, logo, or any trademark of the other party directly or indirectly in any advertising, sales presentation, web page, press release or release to any professional or trade publication, or in any other media including without limitation print media and electronic media, without prior written consent of the other party.

11.11 Notices. All such notices permitted or required to be delivered hereunder shall be in writing and shall be deemed to have been properly given: (a) three Business Days after being sent by certified mail, return receipt requested, (b) forty-eight (48) hours after being sent by national overnight courier, or (c) upon delivery, if personal delivery to the named individual addressees. All such notices permitted or required to be delivered hereunder shall be addressed as follows:

In the case of notice to FIC, to:

Fair Isaac Corporation
3200 Marquette Ave., Suite 3200
Minneapolis, MN 55402
Attn: General Counsel


and in the case of notice to Client, to:

National City Corporation
4100 West 150th Street
Cleveland, Ohio 44135
Attn: Technology Sourcing

Copy to:

Fair Isaac Confidential
Approved for execution 093005 (dam)l

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 National City Corporation
 Law Department
 1900 East Ninth Street, 01-2174
 Cleveland, Ohio 44114
 ATTN: General Counsel

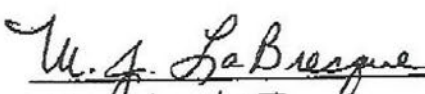
or to such other address and/or fax number as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly given upon receipt thereof. For purposes of this Agreement, "Business Day" shall mean a day on which Client's main office is open to the public for carrying on substantially all of its corporate functions, but shall not include Saturdays, Sundays or legal holidays.

1.12 **Risk of Loss.** If any FIC Product is lost, damaged, or destroyed by any cause during shipment from FIC, FIC will replace such FIC Product and its storage media at no additional cost to Client. If any Software is lost, damaged, or destroyed while in the possession of Client, FIC will replace such FIC Product at FIC's applicable charges, if any, for processing, distribution, and/or storage media.

IN WITNESS WHEREOF, FIC and Client have caused this Agreement to be signed in duplicate and delivered by their duly authorized representatives as of the Effective Date.

FAIR ISAAC CORPORATION**NATIONAL CITY CORPORATION**

By: 
 Name: Robert Ron
 Title: Director
Financial Planning & Analysis
 Date Signed: 9/30/05

By: 
 Name: MARTIN LABREQUE
 Title: SR. V.P.
 Date Signed: 9/30/05

Fair Isaac Use Only:		Created: 30 September 2005
Short Name:	Client #:	Acct. Exec.:
OE Order #:	System #:	Royal Blue #:
Sales Approval:	Notes:	

Please complete the information on the following page.



Fair Isaac Confidential
 Approved for execution 093005 (dam)l

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INSTRUCTIONS AND CONTACT INFORMATION

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Instructions to Client:

1. *Appropriate corporate officer should execute 2 copies of the document.*
2. *Complete all requested information below:*

Complete Information below if different from above:

Return executed contract to Client at:	Send Software to:	Client's Billing Information:
Address: 4100 W. 150 th Street	Available via FTP download	4100 W. 150 th Street
LOC 01-5212		LOC 01-5212
City/State: Cleveland, OH		Cleveland, OH
Zip/Code: 44135		44135
Attention: Laurie Waddell		Christy Linden
Phone: 216-257-5411		216-257-7132
Fax (optional): 216-257-5843		
Email (optional): Martin.labrecque@nationalcity.com		

3. **Return 2 completed and executed copies to:**

Fair Isaac Corporation
 Attn: Contracts Administration
 3661 Valley Centre Drive
 San Diego, CA 92130

If time is of the essence, please fax to:
 858-523-4450

Questions? Call 858-369-8259

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EXHIBIT A

7492 9/30/05

PRICING AND PAYMENT

1. BLAZE ADVISOR LICENSE AND SUPPORT AND MAINTENANCE FEES

Product	Item #	Initial Term (Perpetual or No. of Years)	Scope/Quantity	Price	Total
Blaze Advisor Development Version: 6.0 Platforms: Java, .NET and Cobol (Java, Cobol and .NET platforms are included.)	280-DVLI-03	Perpetual	Enterprise-Wide		
Blaze Advisor Deployment Version: 6.0 Platforms: Java, .NET, and Cobol (Compiled sequential option is included.)	280-DPLI-03	Perpetual	Enterprise-Wide	Included in license fee above.	Included in license fee above.
NET LICENSE FEES: (US Dollars)					
Support and Maintenance Fee for Blaze Advisor Software	280-OOMN-08	One year	N/A	18% of Net License Fees	Year One (Annual fee thereafter subject to annual adjustment)
TOTAL LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE FEES: (US Dollars)					

2. PAYMENT

2.1 **License Fees.** Client agrees to pay the license fees described above upon execution of this Agreement.

2.2 **Maintenance Fees.** Client agrees to pay the support and maintenance fees for the first year upon execution of this Agreement, and annually thereafter in advance while the maintenance term is in effect. Client agrees that the maintenance fee set forth above covers only the licenses to the FIC Products set forth in this Agreement and does not cover any other licenses to the FIC Products granted to Client under any other agreement. The total maintenance fee for the FIC Products for future years shall be calculated based on the total license fees paid by Client for the FIC Products under this Agreement and all other agreements.

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2.3 Payment of Professional Services Fees. FIC shall invoice Client on a monthly basis for the Other Services rendered each month. Client shall pay such invoices in accordance with the terms of the Agreement.

M. J. LaBrecque 9/30/05

3. ENTERPRISE LICENSE TERMS.

3.1 Scope. The FIC Products may be used by Client and its Affiliates. Affiliates may only use the FIC Products for so long as they remain Affiliates. Client shall ensure that Affiliates are subject to and abide by the terms and conditions of the Agreement, and Client acknowledges and agrees that it shall remain liable for, and shall indemnify FIC from and against any and all loss or damage caused by acts or omissions in violation of the terms of this Agreement by any Affiliate.

3.2 Mergers and Acquisitions Involving Client. The parties recognize that the fees charged to Client have been determined based primarily on Client's asset size. For that reason, the parties agree that if Client undergoes a change in control, or is merged with, acquired by or acquires another entity, or otherwise acquires the rights to process the accounts of another entity, such that the combined post-transaction asset size of the entities involved exceeds Client's asset size immediately prior to such transaction by 20% or more, Client shall not process any data from such other entity through the FIC Product (either combined with Client, or as a separate portfolio) or make any expanded use of the FIC Products until FIC and Client have agreed upon the amount of such license fees and negotiated the scope of an expanded license. The license fees charged to Client for any expansion of the license in this case will be determined based a proportional comparison of the post-transaction asset size of the combined entity compared to the asset size of Client immediately prior to the transaction. For example, if Client acquires another entity with an asset size equal to 25% of Client's asset size, the additional license fee to extend the license for the FIC Products would be equal to \$250,000, assuming no change in license scope. In addition, the Maintenance Fee would be increased by 18% of the additional license fee amount. If Client requires any additional services (including, but not limited to, installation, implementation, model development, and/or consulting) from FIC as a result of any of the events described in this paragraph, then such services will be provided upon agreement of FIC and further subject to Client's payment to FIC of additional charges, which will be based upon FIC's then-standard time-and-materials schedule or a mutually agreed fixed fee.

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EXHIBIT B**FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY***UgJ 9/30/05***1. DEFINITIONS**

"Errors" means reproducible malfunctions, inherent within the Software, that prevent the Software from operating according to its technical documentation.

"Product Support Hours" (United States) are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by FIC in the United States. Support services will be provided from the United States.

2. SUPPORT AND MAINTENANCE SERVICES GENERALLY

2.1. Subject to payment of the appropriate Maintenance fees by Client, and compliance by Client with the terms of the applicable license agreement, FIC agrees to provide Client with support and maintenance services for the Software as set forth in this policy.

2.2. FIC provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment. Support is currently provided in the English language only.

2.3. Subject to Section 5.1.4, maintenance includes any standard FIC Product versions and releases generally made available to FIC's clients that are current on Maintenance fees. Such versions and releases will be provided to Client pursuant to this policy on a when and if available basis.

3. TECHNICAL SUPPORT

3.1. FIC will make commercially reasonable efforts, during Product Support Hours, to address Client's questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve Errors in the Software.

3.2. Client agrees: (a) to set up primary and secondary liaisons who have been trained on the Software; (b) that all support requests will be centralized through the primary and secondary liaisons; (c) to submit support requests to FIC Product Support; (d) to comply with the attached guidelines for submitting support requests; (e) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the FIC Products prior to contacting FIC for support; and (f) to use commercially reasonable efforts to verify that reported problems are due to a malfunction of the FIC Products, and not due to the operating system, hardware, data, interfaces, or improper use of the FIC Products, prior to contacting FIC for support.

4. TERM; TERMINATION; REINSTATEMENT

4.1. FIC's support and maintenance obligations under this policy commence upon shipment of the FIC Products and will continue for an initial term of one year. Maintenance fees will be invoiced on an annual basis in advance. For as long as FIC makes maintenance for the FIC Products generally available to all of its customers, the support and maintenance service will automatically renew for consecutive one-year terms unless Client gives FIC 30 days' written notice, prior to the end of the current term, of its intent not to renew. Support and maintenance during renewal terms will be subject to the Support and Maintenance

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Policy in effect at the time of renewal, provided, FIC has provided a copy of such Support and Maintenance Policy ninety (90) days prior to the end of the current term. Maintenance fees applicable to renewal terms may be increased by FIC, but no such increase may exceed the most recently available annual change in the CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4. FIC may terminate support and maintenance services under this policy upon 30 days' written notice if Client is in material breach under this policy or any license agreement relating to the FIC Products and does not cure the breach within such 30-day period. FIC will have no obligation to resume support and maintenance services following such a termination for cause.

4.1. FIC may, at its sole discretion, reinstate lapsed support and maintenance services upon payment by Client of the applicable reinstatement fee, which Client would have otherwise paid to continue maintenance.

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5. EXCLUSIONS

5.1. Services outside the scope of this policy are subject to availability of resources and will be charged for separately at FIC's then-current time-and-material rates for such services. The following services are outside the scope of this policy:

5.1.1. Support services provided outside of Product Support Hours.

5.1.2. Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by FIC; negligence of Client or any third party contractor or agent of Client; operator error; improper use of hardware or software (including the FIC Products); any problem or loss not attributable to the FIC Products; problems stemming from Client not applying all required maintenance releases within a reasonable period of time after receipt by Client; or problems due to unauthorized modification or adaptation of the FIC Products by Client.

5.1.3. Development, customization, coding, installation, integration, consulting and training.

5.1.4. Optional, separately-priced FIC Products features that may, from time to time, be made available by FIC with new versions or releases of the FIC Products.

5.2 Unless otherwise indicated in the applicable Order Form- or license agreement, FIC has no obligation to provide support or maintenance services for other than (a) the current release of the FIC Products and (b) two prior releases of the FIC Products, but only for a maximum of two years after release of a subsequent release.

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6. SEVERITY LEVELS AND RESPONSE TIMES. Upon Client's report of a problem with the FIC Products, an FIC representative will acknowledge such report by issuing a confirmation to Client, either by phone or email, and FIC will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
1	Production Down Emergency: An Error in the production environment that inhibits all or substantially all of the FIC Products from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:	Provide (a) a phone response within 1 hour during FIC's Product Support Hours <u>and</u> (b) an action plan within 4 hours for the development of a patch or a bypass for the Error. Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the FIC Products. Once identified and logged, FIC will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.
2	Production Impaired: An Error in the production environment where major functionality of the FIC Products is inhibited, but the Error does not materially disrupt the Client's business	Provide (a) a written or phone response within 4 hours during FIC's Product Support Hours <u>and</u> (b) an action plan within 2 business days for a bypass for the Error <u>or</u> (c) an action plan within 5 business days for developing a patch for the Error. Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the FIC Products. The Error will be worked on during Product Support Hours.
3	Production Inhibited: An Error in the production environment where a feature of the FIC Products is inhibited, but the Error does not materially disrupt the Client's business	Provide (a) a written or phone response within one business day <u>and</u> (b) Consider for correction or inclusion in the next revision of the FIC Products.
4	General Assistance: A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the FIC Products	Provide (a) a written or phone response within 2 business days <u>and</u> (b) Consider for correction or inclusion in the next revision of the FIC Products.

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Fair Isaac Product Support

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Problem Submission Guidelines

We encourage clients to first consult the appropriate documentation for the product they are using (installation guides, reference manuals, user guides, product release notes, etc.). Release notes will typically include comments of the release, installation/license information, known limitations, product support, and compatibility information. Other reference materials should also be consulted as needed for related components such as database management systems, compilers, operating systems, etc. For Fair Isaac products with web-based self-service, visit the support web site to search for known questions, solutions and technical notes.

If you've completed this initial research and are still unable to resolve your problem, the next step is to contact Product Support. The following information is critical to resolving a problem:

- Your client ID (a 4-digit number communicated to you either by your Engagement Manager or during your first contact with Product Support) or license number (if applicable).
- Your phone number and email address
- The name and version of the Fair Isaac software to which the issue pertains. For incidents submitted via email, please be sure to include the **product name** on the subject line of the email.
- The name and version of the operating system and database.
- The environment in which the error is occurring (development, test or production).
- Both a general statement and a detailed description of the problem, including any relevant error messages.
- Frequency with which the condition occurs and at what intervals.
- Can the problem be replicated, and if so, the steps taken to recreate the problem.
- Any changes that may have been made to the environment (for example, maintenance work that may have been performed or any hardware/software changes made to the server, workstation, operating system, or data feed).
- Any changes to the Fair Isaac application, including new configuration or software upgrades.
- Copies of the Fair Isaac product log files, configuration files, and screen prints of errors.

Troubleshooting Tips:

- Isolate the problem as precisely as possible using debugging facilities and error logs as appropriate, and try to find a consistent way to reproduce it.
- Whenever possible, modify a Fair Isaac provided example or test case to cause the same problem.
- If the problem is not consistently reproducible, check whether it may be related to insufficient memory, memory leaks, search paths, or files that may be missing from certain directories or the class path.
- Verify that the versions of the database, compilers, operating system, browser, drivers, etc. that are in use are certified and supported by Fair Isaac.
- Identify any other changes that may have occurred in your environment that may have an impact on the Fair Isaac solution (for example, database maintenance, service pack deployment, upgrade of a system component, operating system patches, etc.)
- Try to reproduce the problem on another platform or test system.
- If applicable, try to isolate various components of your solution to simplify the troubleshooting (for example, pull out a subset of rules or code from the bulk of your application). Support can assist you best if we get a small sample of your application to work with. If possible send us a small test case with instructions, so we can run the test case.

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